SERFF Tracking Number: ARKS-125383160 State: Arkansas
Filing Company: 50784 - The Security Title Guarantee Corp. of State Tracking Number: #103302 \$75

Baltimore

Company Tracking Number:

TOI: 34.0 Title Sub-TOI: 34.0000 Title

Product Name: Title
Project Name/Number: /

Filing at a Glance

Company: 50784 - The Security Title Guarantee Corp. of Baltimore

Product Name: Title SERFF Tr Num: ARKS-125383160 State: Arkansas

TOI: 34.0 Title SERFF Status: Closed State Tr Num: #103302 \$75
Sub-TOI: 34.0000 Title Co Tr Num: State Status: Fees verified and

received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi,

Llyweyia Rawlins, Brittany Yielding

Author: Disposition Date: 12/26/2007

Date Submitted: 12/10/2007 Disposition Status: Approved

Effective Date Requested (New): Effective Date (New): 01/01/2008

Effective Date Requested (Renewal): Effective Date (Renewal):

01/01/2008

State Filing Description:

General Information

Project Name: Status of Filing in Domicile:
Project Number: Domicile Status Comments:

Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:

Filing Status Changed: 12/26/2007 State Status Changed: 12/26/2007

Corresponding Filing Tracking Number:

Filing Description:

Deemer Date:

Company and Contact

Filing Contact Information

NA NA, NA@NA.com

Filing Company: 50784 - The Security Title Guarantee Corp. of State Tracking Number: #103302 \$75

Baltimore

Company Tracking Number:

TOI: 34.0 Title Sub-TOI: 34.0000 Title

Product Name: Title
Project Name/Number: /

NA (123) 555-4567 [Phone]

NA, AR 00000

Filing Company Information

50784 - The Security Title Guarantee Corp. of CoCode: 50784 State of Domicile: Maryland

Baltimore

Six South Calvert St. Group Code: Company Type: Property &

Casualty

Baltimore, MD 21202-1388 Group Name: State ID Number:

(410) 727-4456 ext. [Phone] FEIN Number: 52-0625962

Filing Company: 50784 - The Security Title Guarantee Corp. of State Tracking Number: #103302 \$75

Baltimore

Company Tracking Number:

TOI: 34.0 Title Sub-TOI: 34.0000 Title

Product Name: Title
Project Name/Number: /

Filing Fees

Fee Required? No Retaliatory? No

Fee Explanation:

Per Company: No

Filing Company: 50784 - The Security Title Guarantee Corp. of State Tracking Number: #103302 \$75

Baltimore

Company Tracking Number:

TOI: 34.0000 Title Sub-TOI: 34.0000 Title

Product Name: Title
Project Name/Number: /

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	12/26/2007	12/26/2007

Filing Company: 50784 - The Security Title Guarantee Corp. of State Tracking Number: #103302 \$75

Baltimore

Company Tracking Number:

TOI: 34.0 Title Sub-TOI: 34.0000 Title

Project Name: Title
Project Name/Number: /

Disposition

Disposition Date: 12/26/2007

Effective Date (New): 01/01/2008

Effective Date (Renewal): 01/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

Filing Company: 50784 - The Security Title Guarantee Corp. of State Tracking Number: #103302 \$75

Baltimore

Company Tracking Number:

TOI: 34.0 Title Sub-TOI: 34.0000 Title

Product Name: Title

Project Name/Number: /

Item Type Item Name Item Status Public Access

Supporting Document ARKS-125383160 No

Filing Company: 50784 - The Security Title Guarantee Corp. of State Tracking Number: #103302 \$75

Baltimore

Company Tracking Number:

TOI: 34.0 Title Sub-TOI: 34.0000 Title

Product Name: Title

Project Name/Number: /

Rate Information

Rate data does NOT apply to filing.

Filing Company: 50784 - The Security Title Guarantee Corp. of State Tracking Number: #103302 \$75

Baltimore

Company Tracking Number:

TOI: 34.0 Title Sub-TOI: 34.0000 Title

Product Name: Title
Project Name/Number: /

Supporting Document Schedules

Review Status:

Satisfied -Name: ARKS-125383160 12/26/2007

Comments:

Attachment:

ARKS-125383160.pdf



THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE

ARHS-125383160

December 6, 2007

Ms. Carol Stiffler Arkansas Insurance Department Property and Casualty Division Rates and Forms 1200 West Third Street Little Rock, Arkansas 72201

Re:

Company Tracking No.: CLOSING PROTECTION COVERAGE 12-2007

The Security Title Guarantee Corporation of Baltimore

NAIC Number: 50784

Dear Ms. Stiffler:

Pursuant to Section 23-103-405 of the Arkansas Code, we request your review and consideration for filing of our Closing Protection Coverage form and rate to be charged for same. We respectfully request an effective date of January 1, 2008.

Enclosed with this mailing is a copy of a Closing Protection Coverage letter form, the Rate Rule to be included in our Arkansas Rate Manual as Section 5.0, and our check in the amount of \$75.00 - \$25.00 of which is for an independent rule filing and \$50.00 for the form filing.

Please do not hesitate to contact me if you need additional information or have any questions. I may be reached at 410-727-4456 ext. 152 or mmcgraw@esecuritytitle.com. Thank you.

Very truł⊽

Marlene/R. McGraw

Director of Regulatory Compliance

Approved until withdrawn or revoked

mrm **Enclosures**

DEC 26 2007

Arkansas Insurance Department

DEC 10 2007

PROPERTY AND CASUALTY DIVISION ARKANSAS INSURANCE DEPARTMENT Date

Covered Party: Name

Address

Attn:

Issuing Agent: Name

Address

[Approved Attorney: Name

Address1*

RE:

CLOSING PROTECTION COVERAGE

Land: Address Borrower(s): Agent File No.: Commitment No.:

Dear Covered Party:

The Security Title Guarantee Corporation of Baltimore (the "Company") agrees, subject to the Conditions and Exclusions set forth below, to reimburse the Covered Party for actual loss incurred by the Covered Party in connection with the closing of the above referenced real estate transaction when conducted by the above-named Issuing Agent (an agent authorized to issue title insurance for the Company) or the above-named Approved Attorney (an attorney upon whose certification of title the Company issues title insurance), provided:

- (A) Title insurance of the Company is specified for the Covered Party's protection in connection with the closing; and
- (B) The Covered Party is to be the (i) lender secured by a mortgage (including any other security instrument) on an interest in the Land, including the lender's assignees, successors, and assigns or the lender's borrowers named above, (ii) purchaser of an interest in the Land, (iii) seller of an interest in the Land or (iv) lessee of an interest in the Land

and provided the loss arises out of:

- Failure of the Issuing Agent or Approved Attorney to comply with the Covered Party's written closing instructions received prior to closing to the extent that they relate to (a) the status of the title to the Covered Party's interest in the Land or the validity, enforceability and priority of the lien of the mortgage on the Covered Party's interest in the Land, including the obtaining of documents and the disbursement of funds necessary to establish such title or a lien, or (b) the obtaining of any other document, specifically required by the Covered Party, but only to the extent the failure to obtain the other document affects the status of the title to the Covered Party's interest in the Land or the validity, enforceability and priority of the lien of the mortgage on the Covered Party's interest in the land and not to the extent that the Covered Party's instructions require the determination of the validity, enforceability or the effectiveness of the other document, or
- Fraud, dishonesty or negligence of the Issuing Agent or Approved Attorney in handling the Covered Party's funds or 2. documents in connection with the closing to the extent that the fraud, dishonesty or negligence relates to the status of the title to the Covered Party's interest in the Land or to the validity, enforceability, and priority of the lien of the mortgage on the Covered Party's interest in the Land.

If the Covered Party is a lender protected under the foregoing paragraph, the Covered Party's borrower(s), assignees, successors and assigns in connection with the loan secured by a mortgage on the Land shall be protected as if this letter were addressed to them.

Conditions and Exclusions:

- 1. The Company will not be liable to the Covered Party for loss arising out of:
 - A. Failure of the Issuing Agent or Approved Attorney to comply with the Covered Party's closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent.

*if applicable

Approved until withdrawn or revoked

DEC **26** 2007

Arkanşas Insurance Department

- B. Loss or impairment of the Covered Party's funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except such as shall result from failure of the Issuing Agent or the Approved Attorney to comply with the Covered Party's written closing instructions to deposit the funds in a bank which the Covered Party designated by name.
- C. Defects, liens, encumbrances or other matters in connection with the Covered Party's sale, purchase, lease or loan transaction except to the extent that protection against those defects, encumbrances or other matters is afforded by a policy of title insurance not inconsistent with the Covered Party's closing instructions.
- D. Fraud, dishonesty or negligence of the Covered Party's employee, agent, attorney or broker.
- E. The Covered Party's settlement or release of any claim without the written consent of the Company.
- F. Any matters created, suffered, assumed or agreed to by the Covered Party or known to the Covered Party.
- 2. If the Closing is to be conducted by an Approved Attorney, a title insurance binder or commitment for the issuance of a policy of title insurance of the Company must have been received by the Covered Party prior to the transmission of the Covered Party's final closing instructions to the Approved Attorney.
- 3. When the Company shall have reimbursed the Covered Party pursuant to this letter, it shall be subrogated to all rights and remedies which the Covered Party would have had against any person or property had the Covered Party not been so reimbursed. Liability of the Company for reimbursement shall be reduced to the extent that the Covered Party has impaired the value of this right of subrogation.
- 4. The Issuing Agent or Approved Attorney is the Company's agent only for the limited purpose of issuing title insurance policies and is not the Company's agent for the purpose of providing other closing or settlement services. The Company's liability for the Covered party's losses arising from those other closing or settlement services is strictly limited to the protection expressly provided in this letter. Any liability of the Company for loss does not include liability for loss resulting from the negligence, fraud or bad faith of any party to the real estate transaction other than the above named Issuing Agent or Approved Attorney, the creditworthiness of any borrower connected with the real estate transaction, or the failure of any collateral to adequately secure a loan connected with the real estate transaction. However, this letter does not affect the Company's liability with respect to its title insurance binders, commitments or policies.
- 5. Liability under this letter is limited to the amount of title insurance to be issued and any payment under this letter shall constitute a payment under the Company's title insurance binders, commitments or policies
- 6. Either the Company or the Covered Party may demand that any claim arising under this letter be submitted to arbitration pursuant to the Title Insurance Rules of the American Land Title Association. All arbitrable matters shall be arbitrated only when agreed to by both the Company and the Covered Party.
- 7. The Covered Party must promptly send written notice of a claim under this letter to the Company at its principle office at Six South Calvert Street, Baltimore, Maryland 21202-1388. The Company shall not be liable hereunder unless notice of claim in writing is received by the Company within one year from the date of the closing.
- 8. The scope and effect of this letter is limited to a single transaction, which is identified in the caption.
- 9. The protection herein offered extends only to real property transactions in the State of Arkansas.

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE

Ву:	
THEODORE C. ROGERS, PRESIDENT	

5.0 <u>CLOSING PROTECTION COVERAGE</u>

This coverage, which is limited to a specific transaction, provides the covered party with protection against fraud, misapplication of funds or failure to comply with written closing instructions subject to the provisions contained therein. The Rate for the issuance of this coverage shall be thirty-five dollars (\$35.00) each for:

- 1. A lender (including its assignees, successors, assigns and borrowers)
- 2. A seller
- 3. A buyer when no protection is issued to a lender in the same transaction
- 4. A lessee

This premium is due in its entirety to the Company and shall be earned when funds or documents are deposited with the Company or its Agent.